



**Service of Process  
Transmittal**

01/21/2014

CT Log Number 524253696

**TO:** Michael Johnson, Legal Assistant  
The Hartford  
One Hartford Plaza, HO-1-09  
Hartford, CT 06155

**RE:** Process Served in Tennessee

**FOR:** Sentinel Insurance Company, Ltd. (Domestic State: CT)

CP0011124909

CP0011145045

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Pinnacle Health Clinics, LLC, Pltf. vs. Sentinel Insurance Company, Dft.  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** Letter, Summons, Return, Complaint

**COURT/AGENCY:** Davidson County Circuit Court, TN  
Case # 14C150

**NATURE OF ACTION:** Insurance Litigation - Breach of duty of good faith and fair dealing

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Knoxville, TN

**DATE AND HOUR OF SERVICE:** By Certified Mail on 01/21/2014 postmarked on 01/16/2014

**JURISDICTION SERVED :** Tennessee

**APPEARANCE OR ANSWER DUE:** Within 30 days from the date this summons is served upon you

**ATTORNEY(S) / SENDER(S):** Stephen Crofford  
Parker & Crofford  
1230 2nd Ave. S.  
Nashville, TN 37210  
615-244-2445

**ACTION ITEMS:** CT has retained the current log, Retain Date: 01/22/2014, Expected Purge Date:  
01/27/2014  
Image SOP  
Email Notification, Michael Johnson MICHAEL.JOHNSON@THEHARTFORD.COM  
Email Notification, Massimo Frschilla Massimo.Frschilla@thehartford.com

**SIGNED:** C T Corporation System  
**PER:** Amy McLaren  
**ADDRESS:** 800 S. Gay Street  
Suite 2021  
Knoxville, TN 37929-9710  
**TELEPHONE:** 800-592-9023

**LAW DEPARTMENT**

JAN 21 '14

**RECEIVED**

Page 1 of 1 / HC

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

**STATE OF TENNESSEE  
Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243-1131  
PH - 615.532.5260, FX - 615.532.2788  
Jerald.E.Gilbert@tn.gov**

January 15, 2014

Sentinel Insurance Company, Ltd.  
800 S. Gay Street, Ste 2021 C/O Ct Corpo  
Knoxville, TN 37929  
NAIC # 11000

Certified Mail  
Return Receipt Requested  
7012 3460 0002 8941 6007  
Cashier # 13740

Re: Pinnacle Health Clinics, Llc V. Sentinel Insurance Company, Ltd.

Docket # 14C150

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served January 15, 2014, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert  
Designated Agent  
Service of Process

Enclosures

cc: Circuit Court Clerk  
Davidson County  
1 Public Square, Room 302  
Nashville, Tn 37219-6303

STATE OF TENNESSEE  
DAVIDSON COUNTY  
20<sup>TH</sup> JUDICIAL DISTRICT☒ First  
☐ Alias  
☐ Pluries

PINNACLE HEALTH CLINICS, LLC

Plaintiff

Vs.

SENTINEL INSURANCE COMPANY

2505 21ST AVE. S.

NASHVILLE, TN 37212

Defendant

CIVIL ACTION

DOCKET NO. 14C150

## Method of Service:

- ☐ Davidson County Sheriff  
☐ Out of County Sheriff  
☐ Secretary of State  
☐ Certified Mail  
☐ Personal Service  
☒ Commissioner of Insurance

To the above named Defendant:

You are summoned to appear and defend a civil action filed against you in the Circuit Court, 1 Public Square, Room 302, P.O. Box 196303, Nashville, TN 37219-6303, and your defense must be made within thirty (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to the Plaintiff's attorney at the address listed below.

In case of your failure to defend this action by the above date, judgment by default will be rendered against you for the relief demanded in the complaint.

ISSUED: 1-13-14

RICHARD R. ROOKER

Circuit Court Clerk  
Davidson County, TennesseeBy: 

Deputy Clerk

ATTORNEY FOR PLAINTIFF

or

PLAINTIFF'S ADDRESS

STEPHEN CROFFORD / MARY A. PARKER

1230 SECOND AVE. S. NASHVILLE, TN 37210

Address

615-244-2445

TO THE SHERIFF:

Please execute this summons and make your return hereon as provided by law.

RICHARD R. ROOKER

Circuit Court Clerk

Received this summons for service this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SHERIFF



To request an ADA accommodation, please contact Dart Gore at (615) 880-3309.

### RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I:

☐ served this summons and complaint/petition on \_\_\_\_\_

\_\_\_\_\_ in the following manner:

☐ failed to serve this summons within 90 days after its issuance because \_\_\_\_\_

\_\_\_\_\_  
Sheriff/Process Server

### RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ I sent, postage prepaid by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in Docket No. \_\_\_\_\_

\_\_\_\_\_ to the defendant, \_\_\_\_\_ On the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, I received the return receipt for said registered or certified mail, which had been signed

by \_\_\_\_\_ 20\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Said return

receipt is attached to this original summons and both documents are being sent herewith to the Circuit Court Clerk for filing.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PLAINTIFF, PLAINTIFF'S ATTORNEY OR OTHER PERSON  
AUTHORIZED BY STATUTE TO SERVE PROCESS

\_\_\_\_\_  
NOTARY PUBLIC or \_\_\_\_\_ DEPUTY CLERK

MY COMMISSION EXPIRES: \_\_\_\_\_

### NOTICE

TO THE DEFENDANT(S):

Tennessee law provides a ten thousand dollar (\$10,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

ATTACH

RETURN

RECEIPT

HERE

(IF APPLICABLE)

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

I, Richard R. Rooker, Clerk of the Circuit Court in the State and County aforesaid, do hereby certify this to be a true and correct copy of the original summons issued in this case.

RICHARD R. ROOKER, CLERK

(To be completed only if  
copy certification required.)

By: \_\_\_\_\_ D.C.

**IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE  
AT NASHVILLE**

2014 JAN 13 AM 9:26

**PINNACLE HEALTH CLINICS, LLC,**

**PLAINTIFF,**

**V.**

**SENTINEL INSURANCE COMPANY,**

**DEFENDANT.**

NO. 14C150

**COMPLAINT**

Comes the Plaintiff, Pinnacle Health Clinics, LLC, and sues the Defendant, Sentinel Insurance Company, for breach of contract, and for bad faith in refusing to pay valid insurance claims.

**PARTIES**

1. Plaintiff, Pinnacle Health Clinics, LLC, is a limited liability company with a principle address in Davidson County, Tennessee operating clinics in Tennessee.
2. Defendant, Sentinel Insurance Company, is an insurance company doing business in Tennessee having entered into an insurance contract with the Plaintiff, insuring Plaintiff's health clinics.

**JURISDICTION AND VENUE**

3. This insurance policy was entered into in Davidson County, Tennessee with the Plaintiff's address being listed as 2505 21st Ave. S., Nashville, TN 37212.

4. Defendant was doing business in Tennessee by selling insurance policies such as the ones sold to the Plaintiff.

5. The Circuit Court for Davidson County, Tennessee therefore has jurisdiction and is the proper venue to resolve the contract and bad faith action based upon this insurance contract.

### **FACTS**

6. The parties entered into an insurance contract with coverage from June 20, 2012 to June 20, 2013. The policy number is 20 SBA AE6736.

7. Plaintiff suffered an insurance loss which resulted in two claims being filed. Claim #CP0011124909 involving Plaintiff's Hendersonville location, and, Claim #CP0011145045 involving Plaintiff's Brentwood location.

8. These claims were originally honored with Defendant making two payments totaling \$49,118.23, covering the actual cash value of the stolen items from the two locations.

9. Plaintiff made an additional claim for business lost income for the two locations totaling \$247,436.26 for the Hendersonville location and \$85,500 for the Brentwood location.

10. Plaintiff properly documented the losses and complied with all policy provisions in filing these claims.

11. These claims were denied by letter dated September 6, 2013 attached to this complaint as Ex. "A".

12. The claims were denied based on the assumption that Dr. Carrano was the individual who took the property, as set out in the denial letter as follows:

“As you can see from the above policy language, losses caused by dishonest or criminal acts by employees, authorized representatives or by anyone to whom you entrust the property to are specifically excluded from coverage. This exclusion applies to both Business Personal Property and Loss of Income. Based on this, had we been advised initially that the loss was caused by Dr. Carrano, the claims would have been denied in their entirety”

13. The policy exclusions relied upon by the Defendant do not apply, and Defendant, in bad faith, has asserted its reliance on these exclusions. The bad faith provisions of T.C.A. § 56-7-105 therefore apply.

14. Dr. Carrano was not an employee, authorized representative, or anyone to whom the property was entrusted.

15. Plaintiff asserts that the claims are valid and covered by the insurance contract and no exclusions apply.

16. Plaintiff, therefore, makes claim for all damages available under the contract, including the previously submitted claims, prejudgment interest, and statutory damages for bad faith in denying the claims.

**WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:**

1. That this lawsuit be filed and served upon Defendant and that Defendant be required to answer in the time provided by law.

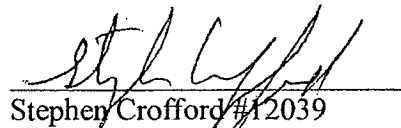
2. That after the discovery process, this case be heard on its merits.

3. That Plaintiff be awarded compensatory damages for breach of contract in the amount of \$247,436.26 for Claim #CP0011124909 involving Plaintiff's Hendersonville location, and, \$85,500 for Claim #CP0011145045 involving Plaintiff's Brentwood as well as prejudgment interest on these figures.

4. That Plaintiff be awarded an additional 25% of the compensatory damage award for bad faith due to the denial of these insurance claims.

5. For further general relief to which the Plaintiff may be entitled.

Respectfully submitted,



Stephen Crofford #12039

Mary A. Parker #6016

**PARKER & CROFFORD**

1230 2nd Ave. S.

Nashville, TN 37210

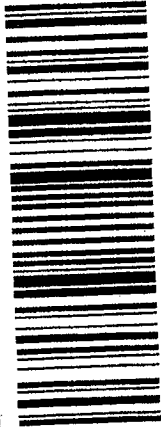
615-244-2445 phone

615-255-6037 facsimile



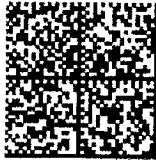
State of Tennessee  
Dept. of Commerce & Insurance  
Service of Process  
500 James Robertson Parkway  
Nashville, TN 37243

**CERTIFIED MAIL™**



7012 3460 0002 8941 6007

FIRST CLASS



02 1M  
0004292626 JAN 16 2014  
MAILED FROM ZIP CODE 37243  
\$ 06.31<sup>0</sup>  
PITNEY BOWES

7012 3460 0002 8941 6007 1/15/14  
SENTINEL INSURANCE COMPANY, LTD.  
800 S. GAY STREET, STE 2021 C/O CT CORPC  
KNOXVILLE, TN 37929

3792969710 0002

